



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-046517-25

In the matter of: 915, 109 Front St East
Toronto ON M5A4P7

Between: Fiqir Worku
Oluwatoni Ogunmade
Tenants

And

PARADIGM MANAGEMENT INC.
Landlord

Fiqir Worku and Oluwatoni Ogunmade (the 'Tenants') applied for an order determining that PARADIGM MANAGEMENT INC. (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 15, 2026.

The Landlord's agent, Varun Mathur, and the Tenants attended the hearing.

Preliminary Issue:

1. The Tenants requested to withdraw reason number 3 in the application, which is the claim that the Landlord did not use their last month's rent deposit to pay for the last rental period of the tenancy and did not return the deposit to them, as this ground did not apply to their circumstances. Therefore, I granted the withdrawal of this reason, and I proceeded to hear the merits of the case.

Determinations:

2. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenants \$348.00.

Illegal charge collected

3. The Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act').
4. The Tenants filed a T1 – Tenant Application for a Rebate pursuant to section 135 of the *Residential Tenancies Act, 2006* (the Act), alleging that the Landlord collected and retained an illegal charge in the amount of \$300.00 for keys, cards, or fobs.

5. The tenancy began on August 12, 2024. The Tenant testified that, as a condition of moving into the rental unit, they paid the Landlord \$300.00 for keys/cards/fobs. The Tenant submitted a copy of the lease agreement into evidence.
6. The tenancy ended on May 14, 2025, when the Tenants vacated the rental unit.
7. The Tenant, Fiqir Worku (FW), testified that upon vacating the unit, they returned the keys by leaving them with the concierge desk in the residential complex. FW submitted an email they sent the Landlord into evidence confirming that the keys were left with the concierge. FW further testified that they contacted the Landlord regarding the return of the key deposit, but the Landlord did not respond and did not return the \$300.00.
8. The Landlord testified that no keys were received from the concierge and that no keys were left for the Landlord. The Landlord further testified that, as a result, the keys had to be replaced.
9. The written lease agreement was submitted into evidence. It states that the Tenant agreed to provide \$300.00 as a keys/cards/fob's replacement deposit, which "shall be returned to the Tenant without interest or deduction upon termination of the lease and returning all keys to the Landlord."
10. Section 134(1) of the Act prohibits a landlord from collecting or requiring any charge from a tenant unless the charge is specifically permitted under the Act.
11. Section 17 of the General Regulation allows a landlord to collect a refundable key deposit, provided it is no more than the expected direct replacement cost of the keys, cards, or fobs, and provided it is returned when the keys are returned.
12. Section 135 of the Act authorizes the Board to order a landlord to repay money collected in contravention of the Act.
13. I accept that a refundable key deposit is permitted under the Act. When read together, section 134 of the Act and section 17 of O.Reg 516/06 prohibit a landlord from retaining a key deposit after the key has been returned at the end of a tenancy
14. While the Landlord testified that the keys were not received and had to be replaced, the Landlord provided no documentary evidence to establish that replacement keys were in fact required, nor any evidence of the actual cost of replacing the keys, cards, or fobs.
15. The lease expressly states that the \$300.00 deposit is to be returned upon termination of the tenancy and the return of the keys. The Tenant, FW provided credible evidence, including contemporaneous email correspondence, that the keys were returned to the concierge upon vacating the unit.
16. In the absence of reliable evidence that the keys were not returned or that replacement costs were incurred, I find that the Landlord was not entitled to retain the \$300.00 key deposit.
17. I therefore find that the Landlord retained money to which they were not entitled, contrary to section 134 of the Act, and that the Tenants are entitled to a rebate under section 135 of the Act. Therefore, the Landlord shall pay the Tenants \$300.00.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$348.00. This amount represents:
 - \$300.00 for the illegal charge collected.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by February 10, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by February 10, 2026, the Landlord will owe interest. This will be simple interest calculated from February 11, 2026, at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 30, 2026
Date Issued

Teresa Hunt
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.